

REQUEST FOR PROPOSALS (RFP)

EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES

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Key RFP Dates

The following table outlines the planned schedule of major activities related to the RFP distribution, response submission, evaluation and selection processes. All times referenced are in Pacific Standard Time. The City of Mountain View reserves the right to amend the above schedule as necessary.

RFP Issued	September 14, 2010
Preproposal Conference	September 30, 2010
Requests for Information/Written Questions	October 6, 2010, 4:00 p.m.
Response to Questions Issued	October 19, 2010
Submit Proposals	November 3, 2010, 4:00 p.m.
Proposal Evaluation Completed	November 23, 2010
Selection Interview/Facility Tour, if needed	December 7, 8 and 9, 2010
Final Selection	January 25, 2011
Broker of Record Inception Date	February 1, 2011

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ATTACHMENTS:

Attachment A—General Information Form
Attachment B—Staffing Proposal
Attachment C—Client References
Attachment D—Consultant Questionnaire

EXHIBITS:

Exhibit AA—Ancillary Benefits Rate Summary
Exhibit A—Medical and Dental Renewal Rate Sheet
Exhibit B—Summary of Employee Benefits (2 pages)
Exhibit C—Dental Insurance Summary Sheet
Exhibit D—Life Insurance Summary Sheet
Exhibit E—MES Vision Summary Sheet (POA/Police Managers/Fire Managers/Professionals)
Exhibit F—MES Vision Summary Sheet (Unrepresented, SEIU, EAGLES and Fire)
Exhibit G—Kaiser Evidence of Coverage Vision Services Description (2 pages)
Exhibit H—PacifiCare Behavioral Health Summary Sheet (EAP)
Exhibit I—Mutual of Omaha Group STD Insurance Summary of Coverage (4 pages)
Exhibit J—Mutual of Omaha Group LTD Insurance Summary of Coverage (6 pages)
Exhibit K—Memo Regarding Retirees Health Valuation as of January 1, 2009 (6 pages)
Exhibit L—City of Mountain View Sample Contract (8 pages)

**CITY OF MOUNTAIN VIEW
REQUEST FOR PROPOSAL (RFP)—
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES**

I. BACKGROUND

The City of Mountain View (City) is located in the heart of Silicon Valley, with a population of approximately 74,800, occupying approximately 12 square miles and situated approximately 36 miles southeast of the City of San Francisco and 15 miles northwest of the City of San Jose.

The City is a Charter City incorporated on November 7, 1902. The City Charter was originally approved by voters in 1952 and requires the City to operate under a Council-Manager form of government. Seven Councilmembers are elected at large for four-year terms that are staggered so three or four seats are filled at the General Municipal Election in November of every even-numbered year. Service on the Council is limited to two consecutive terms. Once a Councilmember has termed out, he/she may run for reelection after a two-year hiatus. Each year in January, the Council elects one of its members as Mayor and another as Vice Mayor.

The City of Mountain View is a full-service City with an annual operating budget of approximately \$224.0 million and payroll is approximately \$64.1 million. The City is divided into 10 operating departments, including City Manager, City Attorney, City Clerk, Finance and Administrative Services, Community Development, Public Works, Community Services, Library, Police and Fire. There are approximately 564 benefitted employees. There are approximately 250 retirees (not including their qualified dependents) participating in the City's Retirees Health Insurance Program. Eligibility for benefits is determined by resolution or labor agreement with the representative employee bargaining units. There are four bargaining units representing the majority of employee classifications within the City: Police Officers Association (POA); Mountain View Firefighters Local 1965 (MVFF); Service Employees International Union (SEIU); and the EAGLES Employee Association. Unrepresented employee classifications include the Department Heads, Confidential/IT group, Police Managers, and Fire Managers and Professionals. The approximate number of budgeted permanent employees per department is as follows:

City Attorney's Office—8	Finance and Administrative Services—49
City Clerk's Office—11	Fire Department (Five Fire Stations)—89
City Manager's Office—14	Library—34
Community Development—34	Police Department—145
Community Services—105	Public Works—125

The City's Human Resources Division strives to provide employee benefit programs that best meet the needs of employees, retirees, their dependents and the City, and to assist participants in utilizing their plans effectively.

II. **PROJECT OVERVIEW**

The City requests proposals from qualified licensed brokers to provide consulting and insurance brokerage services for the City's current and future employee benefits, including group medical (includes prescription coverage), dental, vision, life, accidental death and dismemberment, short- and long-term disability, and an employee assistance program (EAP). The City seeks a consultant and broker that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

Benefitted employees and qualified dependents are eligible to receive some level of each of the aforementioned benefits. Eligible retirees and qualified dependents are able to participate in the City's Retirees Health Insurance Program, which provides medical insurance including vision and prescription coverage. Retirees and qualified dependents may continue their dental coverage through COBRA. Most plans have an annual renewal date of August 1 with the exception of a few of the retiree medical plans.

- A. Medical Insurance—Eligible benefitted employees and eligible early retirees (pre-65) may select from one of the following plans: Health Net HMO, Health Net PPO, Health Net POS (enrollment is frozen) and Kaiser. Medicare-eligible retirees may select from one of the following Medicare coordinated plans: Health Net HMO, Health Net PPO and Kaiser Senior Advantage. The City also makes available to eligible retirees several out-of-state plans.
- B. Dental Insurance—The City provides dental insurance through Standard Insurance.
- C. Vision Insurance—The City provides self-funded vision insurance to Health Net enrollees through Medical Eye Services (MES). Kaiser enrollees receive vision coverage through the Kaiser plan.
- D. Life Insurance—The City provides life and accidental death and dismemberment insurance through Standard Insurance.
- E. Short- and Long-Term Disability Insurance—The City contracts with Mutual of Omaha to provide short- and long-term disability insurance, excluding

those represented by the POA and the MVFF. Employees represented by POA and MVFF are covered under a separate short- and long-term disability insurance program provided by Peace Officers Research Association of California (PORAC) and the selected broker will not service the contracts pertaining to that product.

- F. Employee Assistance Program—The City contracts with PacifiCare Behavioral Health to provide an employee assistance program (EAP).

III. **SCOPE OF SERVICES**

The City is seeking to name a Broker of Record for the City's employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The City is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows the City to maintain quality programs and contain or reduce costs.

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the City's employee insurance benefits. The selected broker shall provide services, including, but not limited to, the following:

A. **Analysis and Reporting**

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the City in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with the City's programs.
6. Provide a cost benefit analysis to the City for outsourcing COBRA administration.

7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
9. Prepare and present reports on trends, new products and audits, as requested.
10. Regularly monitor and evaluate performance measures and guarantees for providers.
11. Maintain full and accurate records with respect to all matters and services provided on behalf of the City's benefit plans and programs. Provide City staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the City's benefit plans and programs.

B. Liaison and Problem Intervention

1. Act as liaison between the City and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning retirees from early retiree plans to Medicare-coordinated plans.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with City staff, employees and/or retirees to facilitate and assist in the management of the City's employee benefit plans.
5. Act as an advocate or ombudsman in appeal, arbitration or court process between the City and the providers on unresolved issues if needed; provide advice when needed to enforce City, employee, retiree or their dependents' rights.

6. Assist the City in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to City staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
4. Assist City staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

D. Annual Renewal Process and Evaluation

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
3. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
4. Annual (March) estimates of renewal rates and cost trends and assist City staff in preparation of budget figures.
5. Conduct thorough and applicable market research in preparation for contract renewals.

6. Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
9. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City.
10. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
11. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings.

E. Other Service Requirements

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Assist in the development and/or purchasing of web site technologies to support on-line enrollments, changes and employee education to assist employees/retirees in self-management of benefits, and to reduce the related administrative demands on City staff.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of the City's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
4. Provide timely research and responses to technical questions posed by City staff.

5. Provide regular and timely communications needed for the effective administration of benefit plans.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
7. Assist with the presentation content for labor and management benefits meetings and/or City Council meetings.
8. Provide access to published benefit-related survey information.
9. Develop additional benefits communications specific to the needs of the City's employees and retirees.
10. Attendance at, and assistance with, meetings with the City Council, City staff and labor groups.
11. Recommend that City staff attend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the City.
12. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
13. Work collaboratively with other consultants and City staff.
14. Manage plan transitions as necessary.
15. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

IV. INSTRUCTIONS TO PROPOSERS

A. Preproposal Conference

A preproposal conference will be held Thursday, September 30, 2010, at 3:00 p.m. in the Plaza Conference Room, Second Floor, at City Hall, 500 Castro Street, Mountain View, California. All prospective proposers are invited to attend. Attendance at the preproposal conference is not a requirement of the process. This preproposal conference will be an opportunity for prospective proposers to ask questions, obtain clarification,

meet City staff and receive additional information. Please RSVP by phone or e-mail to the Project Manager listed on the cover page of this RFP.

B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

C. Addenda/Clarifications

Questions or comments regarding this RFP must be put in writing and must be received by the Project Manager no later than 4:00 p.m., Wednesday, October 6, 2010. Correspondence shall be submitted by mail, e-mail or fax to the Project Manager listed on the cover page of this RFP. Responses from the City will be posted on the City's web site and communicated in writing to all recipients of this RFP. Inquiries (letter, fax or e-mail) received after the date and time stated above will neither be accepted nor receive a response.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

D. Submission of Proposals

Insurance brokers licensed in the State of California are invited to submit proposals outlining their qualifications, competence and capability to provide access to group health insurance products and related services for the City. The purpose of this process is to choose a Broker of Record to represent the City in matters concerning medical (including prescription coverage), dental, vision, life, accidental death and dismemberment, short- and long-term disability, and employee assistance program (EAP) for a period of twelve (12) months, commencing February 1, 2011, subject to the subsequent mutual agreement to the City and the selected consultant.

All proposals shall be addressed and submitted to the Project Manager listed on the cover page of this RFP. Proposals must be delivered no later than 4:00 p.m., Wednesday, November 3, 2010. **Late proposals will not be accepted.** There will be no public opening of proposals. The names of proposers will not be released until the announcement of award is made.

The proposer shall submit five (5) copies of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address and clearly marked as follows:

**RFP—City of Mountain View—
Employee Benefits Insurance Broker and Consulting Services**

With regard to any proposals sent by mail to the City, the proposer shall be solely responsible for its delivery to the City no later than 4:00 p.m., Wednesday, November 3, 2010. Any proposals received subsequent to the date and hour set herein because of delayed mail delivery or for any other reason will not be considered by the City.

The Request for Proposal is not an authorization to approach the insurance marketplace on the City's behalf. The City specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of the City and that no insurance market reservation be made by or for any proposer with respect to insurance or related services to be provided by the City. Failure to comply with this request will be grounds for disqualification.

E. Withdrawal of Proposals

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the proposer by mail, e-mail or fax to the Project Manager listed on the cover page of this RFP.

F. Rights of the City

This RFP is not in any way to be construed as an agreement, obligation or other contract between the City and any person or firm submitting a proposal, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. Proposals submitted in response to this request become the property of the City and are subject to the provisions of the California Public Records Act after the announcement of award is made.

The City may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer and require additional evidence or qualifications to perform the services described in this RFP. Contract award will be made, at the sole discretion of the City, based on the evaluation of all responses, applying all criteria and oral interviews is determined to be the best qualified to perform the scope of services. The City's decision to select a Broker of Record is final. No right of

review or appeal of the decision to appoint a Broker of Record will be considered.

The City reserves the right to:

1. Obtain clarification of any point in a proposer's response or to obtain additional information necessary to properly evaluate a particular response.
2. Reject any or all proposals.
3. Cancel the Request for Proposal in part or in its entirety without explanation to the proposers.
4. Issue subsequent Requests for Proposal.
5. Remedy technical errors in the Request for Proposal process.
6. Approve or disapprove the use of particular subcontractors.
7. Negotiate with any, all or none of the proposers.
8. Solicit best and final offers from all or some of the proposers.
9. Award a contract to one (1) or more proposers.
10. Accept other than the lowest offer.
11. Waive informalities and irregularities in proposals.

G. Contract Type

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed contract.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance and Indemnification language (Exhibit L). If a proposer desires to take exception to the Agreement, proposer shall provide the following information as a section of the proposal identified as Exceptions to the Agreement:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant attachments.

2. Proposer shall furnish the reasons for exception, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

H. Collusion

By submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein; that the proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

V. PROPOSER'S MINIMUM QUALIFICATIONS

A. Qualifications of the Firm

1. The proposer shall have at least ten (10) consecutive years of experience in California providing brokerage and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the City's.
2. The proposer must be legally authorized to do business in the State of California and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
3. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
4. The proposer shall have experience working with labor unions and advisory committees.
5. The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in California.

6. The proposer's office must be located in the Bay Area and provide assurance of reasonable staffing continuity over the contract period.

B. Qualifications of the Staff

1. The staff member assigned to the City's account shall have:
 - a. Ten (10) years of benefit administration and client management experience and provide credentials documenting professional experience, employment history and education.
 - b. Experience in maintaining a high level of quality communication with clients, client employees/retirees and vendors.

VI. PROPOSAL FORMAT AND CONTENT

A. Format

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address). Proposals shall be prepared simply and economically, providing a straightforward, concise description of proposers' ability and expertise as an employee benefits insurance broker and consultant. Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials. Five (5) copies of the proposal are required.

B. Content

1. **General Information:** Complete the attached General Information Form (Attachment A) and place the form in the front of all proposal submission. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation. In addition, complete Consultant Questionnaire (Attachment D) and include with proposal submission.
2. **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned the City of Mountain View account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or by its

subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.

3. **Qualifications of the Firm:** This section shall include a brief description of the proposer's and any subconsultant's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the time period services have been provided to each account; the total project cost; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the City for references (use Attachment D format). Be sure to list contact name, organization, title, e-mail address and telephone number for each account.
4. **Project Staffing:** The proposer is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumés in the proposal. The proposer's staff member who will be handling the City's account will be an important factor considered by the Review Board. This section shall discuss how the proposer would propose to staff this project. The proposer shall include the following:
 - a. Identify the names and office locations of the Account Manager and key personnel who will be assigned to the City's account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas (use Attachment B format) with emphasis on public sector organizations and unionized work forces.
 - b. List the experience and education requirements and standards for Account Manager.
 - c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.

- d. Describe the staff retention program to assure continuity of service to the City.
5. **Services:** Describe the following:
- a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique brokerage or consulting services the firm will offer the City, please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.
 - b. A description of the group medical, dental, vision, life, accidental death and dismemberment, short- and long-term disability, and EAP premium volume handled by the firm and by the specific office to which the City's account would be assigned.
 - c. A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, dental, vision, life, accidental death and dismemberment, short- and long-term disability, and EAP.
 - d. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.
 - e. A sample work plan for insurance renewal and negotiations.
6. **Client Communication:** Describe the following:
- a. Proposal to maintain open and prompt communication with employees, retirees and City staff seeking assistance from the selected broker.
 - b. Proposal to maintain open and prompt communication with all City staff involved in benefit issues.
7. **File Retention:** Provide:
- a. A recommendation for the administration of records related to services to be provided.

- b. A cost estimate for the storage of said records and the recommendation for a record retention schedule.

8. Cost/Pricing Information:

This section shall include the proposer's price for performing the services discussed in the scope of work.

Include a comprehensive specific description indicating how the firm would price the City's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide the City with the best price at the time of negotiations.

The City reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to the City's account.

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

Additionally, prior to award of a contract, the successful proposer shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

9. Other: Proposals shall also include:

- a. Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the City.
- b. The selected broker's office hours (all locations) and availability of all staff members assigned to the City's account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.

- c. Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.
- d. Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.

VII. EVALUATION AND SELECTION

- A. **Evaluation Criteria:** In addition to the degree to which the proposer responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate proposals:
- 1. **Qualification of the Firm:** Technical experience in performing work of a closely similar nature; experience working with cities or other public agencies; experience with creative cost containment methods; experience, reputation and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessment by client references.
 - 2. **Staffing and Project Organization:** Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; evidence of the ability to provide service in a prompt, thorough, innovative and professional manner; and adequacy of labor commitment.
 - 3. **Project Requirements:** Demonstrated understanding of the project requirements and potential problem areas; project approach; work plan; and quality assurance program.
 - 4. **Cost and Price:** Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; and basis on which prices are quoted.

B. Evaluation Procedure

A Review Board, generally made up of City staff, will review the proposals submitted and establish a list of finalists based on preestablished review criteria. The names of the Review Board members will not be revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by the board members will not be revealed.

As a part of the finalist evaluation, the City Review Board may require proposers to make an oral presentation. The presentation shall serve to confirm proposal representations, provide supplemental information and provide the City the opportunity to meet and assess the proposed account team members. Finalist evaluation shall be scheduled for December 7, 8 and 9, 2010. Each proposer is asked to keep these dates open. No other finalist evaluation dates will be conducted.

Additionally, the City Review Board may visit the firm's office to meet with key proposed staff members and tour the facility.

The City reserves the right to select the firm which, in the City's opinion, will provide the most responsive and responsible services. The City is not bound to award the contract based solely on the lowest bid submitted.

It is anticipated evaluations and interviews will be completed and the successful firm recommended to the City Council by approximately January 25, 2011.

C. Award

When the Review Board has completed its work, negotiations will be conducted for the extent of services to be rendered and for the method of compensation. Because the City may award without conducting negotiations, the proposal submitted shall contain the proposer's most favorable terms and conditions.

Award will be contingent upon completion of a satisfactory contractual arrangement between the selected firm and the City. If satisfactory contract terms cannot be agreed upon, another firm will be contacted. Unsuccessful candidates will be notified following successful completion of contract negotiations and approval of contract by the City Council.

The selected broker shall be required to obtain and maintain, throughout the term of the resultant broker services agreement, a valid City of Mountain View business license.

In the performance of the terms of any agreement resulting from this proposal, contractor or vendor agrees that he/she will not engage in, nor permit, such subcontractors, where applicable, as he/she may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin or ancestry, age, sex, familial status, sexual orientation or disability of such persons.

No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received therefrom, will be recognized by the City unless such assignment has had prior written approval and consent of the City. The City will specifically be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals will be a material inducement for the award of contract.

VIII. INSURANCE REQUIREMENTS

A. Commercial General Liability/Automobile Liability Insurance

The selected broker shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The selected broker's insurance coverage shall be written on an occurrence basis.

B. Workers' Compensation and Employer's Liability Insurance

The selected broker shall obtain and maintain statutory Workers' Compensation Insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

C. Professional Liability Insurance

The selected broker shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of the contract of work.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.

E. Verification of Coverage

Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.

F. Other Insurance Provisions

1. The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by the City's Risk Manager for Commercial General Liability and Automobile Liability coverage.
2. For any claims related to this project, the selected broker's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
3. Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
4. In the event the selected broker employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the selected broker to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
5. Approval of the insurance by the City or acceptance of the Certificate of Insurance by the City shall not relieve or decrease the extent to which the selected broker may be held responsible for payment of damages resulting from the selected broker's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.
6. If, for any reason, the selected broker fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this contract and obtain damages from the selected broker

resulting from said breach. Alternately, the City may purchase such required insurance coverage, and without further notice to the selected broker, the City may deduct from sums due to the selected broker any premium costs advanced by the City for such insurance.

RKW/7/HRD
036-08-10-10RFP-E^

ATTACHMENT A
GENERAL INFORMATION FORM

(To be completed by the proposer and placed at the front of your proposal)

Legal Name of Firm

Firm's Telephone Number

Street Address

Firm's Fax Number

City/State/Zip

Firm's Web Site Address

Type of Organization (Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented)

Taxpayer ID Number (Federal)

Name and Title of Project Manager

Name, Title and Phone Number of Person Project Correspondence Should be Directed to

E-mail Address

Listing of Major Subcontractors Proposed and Areas of Responsibility/Phone Number

Signature

Date

Name and Title of Person Signing Completion of General Information Form

ATTACHMENT B
STAFFING PROPOSAL

List of proposed staff to be dedicated to the City's account and their ability to meet the City's needs based on the scope of work. Attach each person's company history and biographies/resumés. Use additional sheets if necessary.

Proposed Staff Name(s) and Title(s)	Brief Description of Areas of Responsibility	Brief Description of Education, Experience and Professional Qualifications	Brief Description of Similar Clients/Programs Currently Assigned To

ATTACHMENT C

CLIENT REFERENCES

Instructions: Provide at least three current and two past California clients. At least two of these clients should be cities or public entities. Copy this form as appropriate.

Name of Client:	
Client Address	
Client Contact Name(s) and Title(s)	
Client Contact Phone Number(s)	
Brief description of work performed for this client (use additional sheets if necessary):	

ATTACHMENT D
CONSULTANT QUESTIONNAIRE

Please submit answers to ALL questions. Use additional sheets if necessary

Question	Response
1. Has your firm established any limitation on the number of clients you intend to accept? What is your client to consultant ratio?	
2. Describe your plans for managing the future growth of your firm.	
3. Does your firm have any conflict of interest policy? If so, please provide a copy. Also, please describe any conflicts that have arisen within the firm and how they were resolved.	
4. What are three to four key things we should look for when hiring a consultant?	
5. What is your firm's policy/standard for returning: <ul style="list-style-type: none">• Phone calls?• E-mails or written questions?	

Question	Response
6. Provide two examples of when you have provided services that have gone beyond the "spirit of the contract" (pro bono work).	
7. Give two examples that demonstrate your firm's ability to be proactive in finding opportunities to enhance services to the client.	
8. If you are the successful new consultant, outline your transition plan with dates, tasks and responsible parties.	
9. How many days of advance notice would your company require in order to attend ad-hoc (subcommittee) meetings?	
10. How do you track and communicate legislative updates to your clients? Provide a sample of legislative updates.	
11. How do you track and communicate industry trends to your clients? Provide a sample of industry trend updates.	
12. Describe how your firm would handle ad-hoc projects that arise due to changes in legislation or other events which create additional service needs for the City.	

Question	Response
13. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.	
14. Provide examples that demonstrate your firm's negotiation skills to bring down costs.	
15. Should your firm engage the service of a subconsultant for the City's account, provide the firm's name/names, relevant experience and contact information for the persons who would be the primary and secondary contacts for this engagement, and copies of their biographies/resumes.	
16. For the above subconsultant(s), list the current and past professional affiliations, including boards and committees. Include positions held and years of membership.	
17. Would the subconsultant's primary and secondary contacts for this engagement make decisions on behalf of your firm?	
18. Tell us how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.	

Question	Response
<p>20. The City is interested in outsourcing COBRA administration. Please provide a description of the services you can provide for COBRA administration, if any, and/or assistance with determining if outsourcing is the best option and the corresponding cost for these services.</p>	
<p>21. The City is interested in implementing a web-based enrollment system. Please provide a description of the services you can provide for selecting such technology and the corresponding cost for these services.</p>	
<p>22. Do you have access to a benefits attorney who could render opinions to the City? If so, please provide the cost for this service.</p>	
<p>23. For benefits plans (such as Life, Short-/Long-Term Disability and Accidental Death and Dismemberment Insurance) that require completion of claim forms to obtain benefits, what services does your firm provide for assisting eligible participants in filing for and obtaining plan benefits? Please provide the cost for this service.</p>	

Question	Response
24. What services does your firm provide for developing Open Enrollment and New Employee Orientation materials? Please provide a separate cost for each program (open enrollment and new employee orientations).	
25. What service does your firm provide for developing a Wellness Program? Please provide the cost for this service.	
26. Are there any other relevant consulting services that are not listed that you will provide as part of your consulting services to the City? Please provide the cost for these services.	

Life and AD&D Insurance:

City-paid premium:

Life – \$0.14/\$1,000

AD&D – \$0.02/\$1,000

Total – \$0.16/\$1,000

City pays \$0.16 per \$1,000 of Monthly Payroll

Monthly maximum: \$600,000 (max) / 1,000 = 600 x .16 (rate) = \$96

The cost of life insurance benefits in excess of \$50,000 is taxable to the employee

MES Vision (Self-funded, Health Net enrollees only):

\$1 per employee per month administrative fee

Mutual of Omaha Disability Insurance (excludes employee represented by the POA and MVFF):

Short-term disability – 0.06 per \$100 Monthly Payroll from 8/1/10 – 7/31/11

Long-term disability – 0.29 per \$100 Monthly Payroll from 8/1/08 – 7/31/11

PacifiCare Behavioral Health Employee Assistance Program:

\$8.20 per employee per month



Medical and Dental (Health Net/Kaiser & Standard) 2010 Renewal

Active & Early Retirees

Health Net HMO (Plan HOA)			
Policy Numbers: 641784, 641788, 64178C			
	Current	Renewal	
Single	121 \$ 616.42	711.97	
2 Party	49 \$ 1,232.65	1,423.70	
Family	114 \$ 1,602.37	1,850.74	
J-Rate	0 \$ 616.20		
K-Rate	0 \$ 985.91		
	\$ 317,656.85	\$ 366,894.03	15.50%

Active and Early Retiree's

Health Net Flex Net (In CA)			
Policy Number: 10695A			
	Current	Renewal	
Single	2 \$ 1,310.08	1,513.14	
2 Party	0 \$ 2,291.67	2,646.88	
Family	0 \$ 3,703.87	4,277.97	
J-Rate	0 \$ 981.59		
K-Rate	0 \$ 2,393.79		
	\$ 2,620.16	\$ 3,026.28	15.50%

Enrollees with Medicare A & B

Health Net Medicare COB (HMO)			
Policy Number: 641788			
	Current	Renewal	
Single	13 \$ 494.41	531.17	
2 Party	1 \$ 988.82	1,062.34	
J-Rate	1 \$ 494.41	531.17	
K-Rate	0 \$ 988.82		
	\$ 7,910.56	\$ 8,498.72	7.44%

Health Net PPO

Policy Numbers: 29610A, 29610C			
	Current	Renewal	
Single	52 \$ 826.06	954.13	
2 Party	16 \$ 1,651.99	1,908.11	
Family	39 \$ 2,149.22	2,482.43	
J-Rate	1 \$ 825.93	953.98	
K-Rate	1 \$ 1,323.16	1,528.30	
	\$ 155,355.63	\$ 179,441.57	15.50%

Health Net Flex Net (Out of CA)

Policy Number: 10694A			
	Current	Renewal	
Single	4 \$ 2,148.46	2,481.47	
2 Party	0 \$ 3,758.10	4,340.60	
Family	0 \$ 6,424.22	7,419.98	
J-Rate	0 \$ 1,603.69	1,859.20	
K-Rate	0 \$ 4,275.76		
	\$ 8,593.84	\$ 9,925.88	15.50%

Health Net Medicare COB (PPO)

Policy Number: 29610B			
	Current	Renewal	
Single	13 \$ 586.34	689.83	
2 Party	6 \$ 1,172.71	1,379.66	
J-Rate	1 \$ 586.34	689.83	
K-Rate	0 \$ -		
	\$ 15,245.02	\$ 17,935.58	17.65%

Health Net POS (Plan GU1)

Policy Numbers: 40815A, 40815C, 40815C			
	Current	Renewal	
Single	22 \$ 1,016.00	1,173.52	
2 Party	15 \$ 1,777.34	2,052.88	
Family	1 \$ 2,872.61	3,317.96	
J-Rate	0 \$ 761.34	879.36	
K-Rate	0 \$ 1,817.25		
	\$ 51,884.71	\$ 59,928.60	15.50%

Health Net PPO (Out of CA)

Policy Numbers: 11390A, 11390C			
	Current	Renewal	
Single	12 \$ 811.90	937.76	
2 Party	3 \$ 1,745.61	2,016.22	
Family	2 \$ 2,395.13	2,766.43	
J-Rate	0 \$ 933.71	1,078.46	
K-Rate	0 \$ 1,583.23	1,828.67	
	\$ 19,769.89	\$ 22,834.64	15.50%

Retiree's A & B out of CA and/or The Carrier's Service Area

Health Net Medicare COB (Flex Net)			
Policy Number: 10695B			
	Current	Renewal	
Single & J-Rate	15 \$ 593.92	652.97	
2 Party	0 \$ 1,187.84	1,305.94	
J-Rate	2 \$ 593.92	652.97	
K-Rate	0 \$ -		
	\$ 10,096.64	\$ 11,100.49	9.94%

Kaiser (Active and Early Retiree)

	Current	Renewal	
Single	100 \$ 533.19	580.71	
2 Party	71 \$ 1,066.37	1,161.42	
Family	101 \$ 1,508.92	1,643.40	
	\$ 281,432.19	\$ 306,515.22	8.91%

Month Annual % Change

Current Cost	\$1,002,676	\$12,031,396	
Renewal Cost	\$1,119,559	\$13,438,710	11.66%
Increase	\$116,943	\$1,408,314	

This document has the renewal increases for all of the Health Net and Kaiser plans, along with your dental plan with Standard Insurance. These plans are your premium drivers, and should be the considered major expenses for the 2009 Renewal. Other benefits, Vision, Life, EAP and LTD are important, and with the benefits SWIA handles, will lower this renewal overall.

Health Net Seniority Plus Service Area In Medicare A & B

Policy Number: 641785M			
	Current	Renewal	
Single	1 \$ 389.20	428.40	
2 Party	0 \$ 778.40	856.80	
	\$ 389.20	\$ 428.40	10.07%

Kaiser Permanente

Senior Advantage W/Part D (Rx)			
	Current	Renewal	
Single (M)	34 \$ 412.12	428.46	
2-Party (M)	23 \$ 824.24	856.92	
2-Party (M & NM)	0 \$ 945.30	1,013.58	
Family (M & Dep NM)	0 \$ 1,266.79	1,342.57	
Family (M& NM & Dep)	0 \$ 1,387.86	1,499.23	
Kaiser Cost Plan	3 \$ 818.17	838.47	
	\$ 35,424.11	\$ 36,792.21	3.86%

Please refer to proposals for actual rates and plan designs. This is for comparison only.



THE CITY OF MOUNTAIN VIEW

August 2010 Summary of Employee Benefits

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Health Net HMO

HMO

Health Net PPO

Plan 6M6

Kaiser

Traditional HMO

	Unlimited	In Network	Out of Network	Unlimited
Lifetime Maximum	N/A	\$5,000,000		None
Individual Deductible	N/A	\$150		None
Family Deductible	N/A	\$450		None
Individual Out of Pocket Maximum	\$1,500	\$1,500 per member	\$2,500 per member	\$1,500
Family Out of Pocket Maximum	\$4,500	\$3,000 per member	\$5,000 per member	\$3,000
Emergency Room Services	\$25 (\$15 for urgent care)	\$50 Copay + 10%	\$50 Copay + 10%	0%
Ambulance	0%	10%	10%	0%
Air Ambulance	0%	10%	10%	0%
Inpatient Hospitalization	0%	10%	30%	0%
Inpatient Surgery	0%	10%	30%	0%
Physician Office Visits	\$5 Copay	\$10 Copay	30%	0%
Periodic Health Evaluations	\$5 Copay	\$10 Copay	30%	0%
Well Child Care	\$5 Copay	\$10 Copay	30%	0%
Routine OB/GYN	0%	10%	30%	0%
Outpatient Services/Lab/X-ray	\$5 Copay	10% 20 visits/year *	30%	0%
Physical Therapy	0%	50%	50%	0%
Durable Medical Equipment	0% / 100 days/year	10% 60 days/year *	30%	0% / 100 Days per Year
Skilled Nursing Facility	0%	10%	30%	0%
Home Health Care	N/A	100 Visits per Year	30%	0%
Limitations and Maximums	0%		50%	N/A
Hospice Care	\$5 Copay / 20 visits/year	\$10 Copay 20 visits/year *		Physician Referred Only
Chiropractic Services	Not Covered	Combined with Chiro Benefit		\$5 Copay for a 100 Day Supply
Acupuncture	\$5/\$10/\$35	\$10/\$15/\$30		
Prescriptions (Generic/Brand/Non-Formulary)	0%			0%
Mental/Nervous	No Limitation	No Limitations	30%	None
Inpatient	\$5 Copay	\$10 Copay	30%	None
Limitations and Maximums	No Limitation	No Limitations		0%
Outpatient	No Limitation	No Limitations		None
Limitations and Maximums	0%	10%	30%	0%
Substance Abuse	No Limitations	No Limitations		Detoxification Only
Inpatient	\$5 Copay	\$10 Copay	30%	0%
Limitations and Maximums	No Limitations	No Limitations		None
Outpatient	No Limitations	No Limitations		
Limitations and Maximums				

* Detoxification is covered under substance abuse benefits.

* The maximum visits/days are combined In and Out of Network.

* Detoxification for substance abuse is covered under substance abuse



THE CITY OF MOUNTAIN VIEW

August 2010 Summary of Employee Benefits

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Health Net P.O.S

	Level 1	Level 2	Level 3
Lifetime Maximum	Unlimited	Combined \$2,000,000	\$200
Individual Deductible	None	None	\$400
Family Deductible	None	None	\$2,000
Individual Out of Pocket Maximum	\$1,500	\$1,500	\$6,000
Family Out of Pocket Maximum	\$4,500	\$4,500	20%
Emergency Room Services	\$25 (\$15 for urgent care)	\$50 Copay	20% / 75 Miles
Ambulance	0%	10% / \$750	20% / \$750
Air Ambulance	0%	10%	20%
Inpatient Hospitalization	0%	10%	20%
Inpatient Surgery	\$5 Copay	\$10 Copay	20%
Physician Office Visits	\$5 Copay	\$10 Copay	20%
Periodic Health Evaluations	\$5 Copay	\$10 Copay	20%
Well Child Care	\$5 Copay	\$10 Copay	20%
Routine OB/GYN	0%	10%	20%
Outpatient Services/Lab/X-ray	0%	\$10 Copay / 60 Visits	20% / 60 Visits
Physical Therapy	0%	50% / \$5,000	Not Covered
Durable Medical Equipment	0% / 100 Days	10% / 60 Days	20% / 60 Days
Skilled Nursing Facility	0%	Covered as Level 1	20%
Home Health Care	\$10 Copay on 31st Day	Combined 100 Day/Max.	Combined 100 Day/Max.
Limitations and Maximums	0%	10% / 180 Days	20% / 180 Days
Hospice Care	\$5 Copay / 20 Visits	20% / 15 Visits	20% / 15 Visits
Chiropractic Services	\$5 Copay (with referral)	20% / 15 Visits	20% / 15 Visits
Acupuncture	\$5 / \$10 / \$35	\$5 / \$10 / \$35	Network Only
Prescriptions (Generic/Brand/Non-Formulary)	0%	10%	20%
Mental/Nervous	No Limitation	No Limitations	No Limitations
Inpatient	\$5	\$10 Copay	20%
Limitations and Maximums	No Limitation	No Limitations	No Limitations
Outpatient	0%	10%	20%
Limitations and Maximums	No Limitations	No Limitations	No Limitations
Substance Abuse	\$5 Copay	\$10 Copay	20%
Inpatient	No Limitations	No Limitations	No Limitations
Limitations and Maximums	No Limitations	No Limitations	No Limitations
Outpatient	No Limitations	No Limitations	No Limitations
Limitations and Maximums	No Limitations	No Limitations	No Limitations

¹Maximums are combined for Level 2 and Level 3

CITY OF MOUNTAIN VIEW

DENTAL INSURANCE

Employee Contributions: Contributory for Dependents
 Definition of Member: All active employees, excluding hourly-paid employees, regularly working at least 20 hours per week

<u>Expense</u>	<u>Benefit</u>
Preventive	100%
Basic	80%*
Major	80%*
Orthodontic	50%
Annual Plan Maximum (non-ortho)	\$1,500 per insured person
Lifetime Plan Maximum (ortho)	\$2,000 per insured person

** Incentive Plan Provision – Percentage of coverage can increase or decrease by 10% based on the regular usage of your dental benefits. The benefit percentage will never be less than 80% or more than 100%. Please consult your certificate for details.*

Type of Coverage

Description

(Subject to Limitations and Exclusions)

Preventive	Procedures include routine oral exams, cleanings, most X-rays, space maintainers, emergency office treatment for pain relief, fluoride treatment for children under 16, sealants for children under 17, bacteriologic culture.
Basic	Procedures include fillings, simple extractions, oral surgery, endodontics, basic periodontal services, prosthetics appliance repair, recementing inlays, onlays, bridges and crowns, antibiotic injections, general anesthetics, study models.
Major	Procedures include bridges, dentures, crowns and gold restorations, major periodontal services, damaged appliance replacement.

Late Enrollment Penalty: Because your plan requires employee contributions for your dependents' coverage*, it is important to enroll dependents as soon as possible to avoid a late enrollment penalty. Children should be enrolled before their third birthday to avoid the penalty. This penalty will limit coverage for the first 12 months to preventive expenses only. During the second 12 months, coverage will be limited to preventive and basic dental expenses only. Only after coverage has been effective for two full years does the late enrollee become eligible for all of the benefits offered under the plan: Preventive, Basic, Major and Orthodontic.

*Child dependent means an unmarried child from live birth through age 23, including a step-child residing in the member's home, an adopted child, a child for whom the member is the legal guardian, or a handicapped child.

PLEASE CALL THE STANDARD DENTAL DEPARTMENT AT **800.547.9515** OR VISIT OUR WEBSITE AT **WWW.AMERITASGROUP.COM** FOR SPECIFIC BENEFITS INFORMATION.

WE RECOMMEND THAT YOU REQUEST A "PRE-AUTHORIZATION" FOR ANY TREATMENT THAT MAY COST MORE THAN \$250.

This summary is for reference purposes only and does not guarantee coverage or benefits. Please refer to the plan certificate for a more detailed review of benefits and contract limitations.

CITY OF MOUNTAIN VIEW

LIFE INSURANCE

Definition of Member: All active employees, excluding hourly-paid employees, regularly working at least 20 hours per week

Employee contributions: None required

To enroll: Complete an enrollment form for Option 1 or a Life Insurance Change Form for Option 2

Life Insurance

<u>Sworn Police Officer, Police Agent I or II, Police Sergeant:</u>	<p>Option 1: 5 times your annual earnings to a maximum of \$600,000</p> <p>Option 2: \$50,000**</p>
<u>All others:</u>	<p>Option 1: 5 times your annual earnings to a maximum of \$600,000 and minimum of \$50,000</p> <p>Option 2: \$50,000**</p>
<p>**You will automatically be enrolled in Option 1. If you chose to enroll in Option 2 and later decide to enroll in Option 1, you will be required to submit Evidence of Insurability. Your application must be approved by The Standard to become insured for Option 1.</p>	
<p>-Accelerated Death Benefit</p> <p>You make elect to receive up to 75% of your life insurance.</p>	<p>Maximum: \$500,000</p> <p>Minimum: 10% of your benefit amount or \$5,000, whichever is greater.</p>
<p>-Portability</p> <p>You may qualify to continue all or a portion of your Life and AD&D insurance when your employment with the City terminates.</p>	<p>Maximum: the lesser of the amount in force at the City or \$300,000.</p> <p>Minimum: \$10,000</p>

AD&D Insurance

<i>Accidental Death benefit:</i>	100% of your Life insurance benefit
<i>Dismemberment benefits:</i>	
Loss of one hand, one foot, or sight of one eye	50% of your AD&D benefit
Two or more of the above losses	100% of your AD&D benefit
<p>-Family Benefits</p> <p>Your spouse and/or children may be eligible for additional benefits if you die as a result of an accident.</p>	<p>Child Care: up to \$10,000 over 36 months</p> <p>Spouse Career Adjustment: up to \$10,000 over 36 months</p> <p>Child Higher Education: up to \$20,000 <i>per child</i> over 4 years</p>
<p>-Seat Belt Benefit</p> <p>If you die as a result of an automobile accident while wearing a seat belt, a seat belt benefit is payable.</p>	\$50,000 or the amount of your AD&D benefit, whichever is less

This summary is for reference purposes only and does not guarantee benefits. Please refer to the plan certificate for a detailed review of benefits and contract limitations.



CITY OF MOUNTAIN VIEW POA

POLICE MANAGERS, FIRE MANAGERS & PROFESSIONALS

You are now enrolled in one of the leading vision plans in the country. Your employer understands the importance of good visual health and the need for regular eye examinations. This Vision Plan, administered by Medical Eye Services (MESVision), is designed to provide you with access to qualified eye care professionals and coverage for a comprehensive vision examination and materials (eye glasses or contact lenses).

Along with MESVision's outstanding customer service, you and your eligible dependents now have access to over 17,000 participating providers including Ophthalmologists, Optometrists and Opticians/Optical Chain locations.

OBTAINING SERVICES IS EASY

Follow these simple steps:

1. **Select a provider.** Select a participating vision care provider by visiting www.MESVision.com. Obtaining services from a Participating Provider will maximize your benefits.
2. **Make an appointment.** Make an appointment with the Participating Provider of your choice and inform them of your vision coverage.
3. **You're done! Your doctor will take care of the rest.** The Participating Provider will contact MESVision to verify your eligible benefits and submit a claim for payment for services covered by your plan.
4. If covered services are received from a non-participating provider, you are responsible for paying the provider in full. You or the provider must submit the itemized bill and a copy of your prescription with the Claim Form to MESVision. Reimbursement will be made to the insured person up to the schedule of allowances shown for non-participating providers.

LIMITATIONS

Contact Lenses and fitting except as specifically provided; Eyewear when there is no prescription change, except when benefits are otherwise available; Lenses or Frames which are lost, stolen or broken will not be replaced, except when benefits are otherwise available; Lenses such as beveled, faceted, coated or oversize exceeding the allowance for covered lenses; Tints other than pink or rose #1 or #2, except as specifically provided; Two pair of glasses in lieu of bifocals, unless prescribed.

This is a brief outline of the plan and is not to be accepted or construed as a substitute for the provisions of the contract.

SUMMARY OF VISION BENEFITS

Benefits:

Co-pay:	\$0
Comprehensive Vision Exam:	One every 24 months*
Lenses:	One pair every 24 months**
Frame:	One frame every 24 months
Contact Lenses	One pair every 24 months**

The Policy provides full coverage for Covered Services when you go to a Participating Provider of the MESVision network. If Covered Services are provided by a Non-Participating Provider, charges will be paid, but not to exceed the following Schedule of Allowances.

*Exam every 24 months with a follow-up exam at a 12 month interval

**Coverage available every 12 months if there is a change in prescription. Please refer to the certificate of insurance for more details.

	Participating Provider	Non-Participating Provider
Ophthalmologic Examination	Covered	Up to \$ 60.00
Optometric Examination	Covered	Up to \$ 50.00
Follow-up Examination	Covered	Up to \$ 30.00
SingleVision Lenses	Covered	Up to \$ 43.00
Bifocal Lenses	Covered	Up to \$ 60.00
Trifocal Lenses	Covered	Up to \$ 75.00
Progressive Lenses	Up to \$89.50	Up to \$ 75.00
Aphakic Monofocal	Covered	Up to \$ 120.00
Aphakic Multifocal	Covered	Up to \$ 200.00
Frame	Up to \$75.00*	Up to \$ 30.00
Contact Lenses**		
Non-Elective	Covered	Up to \$ 250.00
Elective	Up to \$100.00	Up to \$ 100.00

* Participating Providers allow a selection of frames that retail up to \$75.00 with lenses that fit an eyesize less than 61 millimeters. If a more expensive frame is selected, you are responsible for the additional cost above \$75.00. If the lenses received are 61 millimeters or above, the charge for the oversize lenses is your responsibility. Retail frame benefits will be converted to wholesale equivalent prices at certain provider locations, see our website or provider directory for further information.

** This benefit is in addition to the comprehensive vision examination, but in lieu of lenses and frame. If contact lenses are for cosmetic or convenience purposes, the Policy will pay up to \$100.00 toward the contact lens evaluation, fitting costs and materials. Any balance is your responsibility. If contact lenses are medically necessary, they are a fully covered benefit. Approval from MESVision is required. Please refer to your Policy if you require additional information.

Discounts: A 20% discount is available for cosmetic extras, such as tints, coatings and other add-on charges to standard lenses, after Covered Services are rendered. The discount may be applied to charges for the frame or contact lenses (except disposable or replacement contact lenses) over the stated allowances. The 20% discount also applies to additional pairs of glasses and/or pairs of standard contact lenses. To determine whether a provider offers the 20% discount, an insured individual can review their Participating Provider Directory, call MESVision or visit www.MESVision.com. Discounts are available through TLCVision for conventional and custom LASIK procedures with the TLCVision Advantage Program.

If you have any questions about your vision benefits, please contact

MESVision at:
PO Box 25209; Santa Ana, CA 92799
800/877-6372 or www.MESVision.com



CITY OF MOUNTAIN VIEW

UNREPRESENTED, SEIU & EAGLES, FIRE

You are now enrolled in one of the leading vision plans in the country. Your employer understands the importance of good visual health and the need for regular eye examinations. This Vision Plan, administered by Medical Eye Services (MESVision), is designed to provide you with access to qualified eye care professionals and coverage for a comprehensive vision examination and materials (eye glasses or contact lenses).

Along with MESVision's outstanding customer service, you and your eligible dependents now have access to over 16,000 participating providers including Ophthalmologists, Optometrists and Opticians/Optical Chain locations.

OBTAINING SERVICES IS EASY

Follow these simple steps:

1. **Select a provider.** Select a participating vision care provider by visiting www.MESVision.com. Obtaining services from a Participating Provider will maximize your benefits.
2. **Make an appointment.** Make an appointment with the Participating Provider of your choice and inform them of your vision coverage.
3. **You're done! Your doctor will take care of the rest.** The Participating Provider will contact MESVision to verify your eligible benefits and submit a claim for payment for services covered by your plan.
4. If covered services are received from a non-participating provider, you are responsible for paying the provider in full. You or the provider must submit the itemized bill and a copy of your prescription with the Claim Form to MESVision. Reimbursement will be made to the insured person up to the schedule of allowances shown for non-participating providers.

LIMITATIONS

Contact Lenses and fitting except as specifically provided; Eyewear when there is no prescription change, except when benefits are otherwise available; Lenses or Frames which are lost, stolen or broken will not be replaced, except when benefits are otherwise available; Lenses such as beveled, faceted, coated or oversize exceeding the allowance for covered lenses; Tints other than pink or rose #1 or #2, except as specifically provided; Two pair of glasses in lieu of bifocals, unless prescribed.

This is a brief outline of the plan and is not to be accepted or construed as a substitute for the provisions of the contract.

SUMMARY OF VISION BENEFITS

Benefits:

Co-pay:	\$0
Comprehensive Vision Exam:	One every 12 months
Lenses:	One pair every 12 months
Frame:	One frame every 12 months
Contact Lenses:**	One pair every 12 months

The Policy provides full coverage for Covered Services when you go to a Participating Provider of the MESVision network. If Covered Services are provided by a Non-Participating Provider, charges will be paid, but not to exceed the following Schedule of Allowances.

	Participating Provider	Non-Participating Provider
Ophthalmologic Examination	Covered	Up to \$ 60.00
Optometric Examination	Covered	Up to \$ 50.00
Single Vision Lenses	Covered	Up to \$ 43.00
Bifocal Lenses	Covered	Up to \$ 60.00
Trifocal Lenses	Covered	Up to \$ 75.00
Progressive Lenses	Up to \$125.00	Up to \$ 125.00
Aphakic or Lenticular Monofocal	Covered	Up to \$ 120.00
Aphakic or Lenticular Multifocal	Covered	Up to \$ 200.00
Frame	Covered *	Up to \$ 30.00
Contact Lenses **		
Non-Selective Soft	Covered	Up to \$ 250.00
Non-Selective Hard	Covered	Up to \$ 200.00
Elective	Up to \$150.00	Up to \$ 100.00

* Participating Providers allow a selection of frames that retail up to **\$135.00** with lenses that fit an eyesize less than 61 millimeters. If a more expensive frame is selected, you are responsible for the additional cost above **\$135.00**. If the lenses received are 61 millimeters or above, the charge for the oversize lenses is your responsibility. Retail frame benefits will be converted to wholesale equivalent prices at certain provider locations, see our website or provider directory for further information.

** This benefit is in addition to the comprehensive vision examination, but in lieu of lenses and frame. If contact lenses are Elective (for cosmetic or convenience purposes), the plan will pay up to **\$150.00** toward the contact lens evaluation, fitting costs and materials. Any balance is your responsibility. If contact lenses are Non-Selective, they are a fully covered benefit. Approval from MESVision is required. Please refer to your Policy if you require additional information.

Discounts: A 20% discount is available for cosmetic extras, such as tints, coatings and other add-on charges to standard lenses, after Covered Services are rendered. The discount may be applied to charges for the frame or contact lenses (except disposable or replacement contact lenses) over the stated allowances. The 20% discount also applies to additional pairs of glasses and/or pairs of standard contact lenses. To determine whether a provider offers the 20% discount, an insured individual can review their Participating Provider Directory, call MESVision or visit www.MESVision.com. Discounts are available through TLCVision for conventional and custom LASIK procedures with the TLCVision Advantage Program.

If you have any questions about your vision benefits, please contact

MESVision at:
PO Box 25209; Santa Ana, CA 92799
800/877-6372 or www.MESVision.com

Member Service Call Center: toll free 1-800-464-4000 (TTY users call 1-800-777-1370)
weekdays 7 a.m.–7 p.m., weekends 7 a.m.–3 p.m. (except holidays)

Optical Services

Eyeglasses and contact lenses. We provide a **\$175 Allowance** toward the purchase price of any or all of the following every 24 months:

- Eyeglass lenses when a Plan Provider puts the lenses into a frame
- Eyeglass frames when a Plan Provider puts two lenses (at least one of which must have refractive value) into the frame
- Contact lenses, fitting, and dispensing

We will not provide the Allowance if we have provided an Allowance toward (or otherwise covered) lenses or frames within the previous 24 months.

The Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later.

If you have a change in prescription of at least .50 diopter in one or both eyes within 12 months of the initial point of sale, we will provide an Allowance toward the purchase price of a replacement eyeglass lens (or contact lens, fitting, and dispensing). The Allowance for these replacement lenses is **\$60** for single vision eyeglass lenses or contact lenses, fitting, and dispensing and **\$90** for multifocal eyeglass lenses.

Special contact lenses. We cover the following special contact lenses:

- Up to two Medically Necessary contact lenses, fitting, and dispensing per eye every 12 months (including lenses we covered under any other evidence of coverage offered by your Group) to treat aniridia (missing iris): **no charge**
- Up to six Medically Necessary aphakic contact lenses, fitting, and dispensing per eye per calendar year (including lenses we covered under any other evidence of coverage offered by your Group) to treat aphakia (absence of the crystalline lens of the eye) for Members through age 9: **no charge**
- If contact lenses will provide a significant improvement in your vision not obtainable with eyeglass lenses, we cover either one pair of contact lenses or an initial supply of disposable contact lenses every 24 months at **no charge**. When we cover these special contact lenses, you cannot use the Allowance mentioned under "Eyeglasses and contact lenses" for another 24 months. However, if the combination of special contact lenses and eyeglasses will provide a significant improvement in your vision not obtainable with special contact lenses alone, you can use that Allowance toward the purchase of the eyeglasses

Vision Services

We cover the Services listed below at Plan Medical Offices or Plan Optical Sales Offices when prescribed by a Plan Physician or by a Plan Provider who is an optometrist.

if we have not covered lenses or frames within the previous 24 months. If you have a change in prescription of at least .50 diopter in one or both eyes, we will cover special contact lens replacements, including fitting and dispensing for the eye(s) that have the .50 diopter change

Services not covered under this "Vision Services" section

Coverage for the following Services is described in other parts of this "Benefits and Cost Sharing" section:

- Eye refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses (refer to "Outpatient Care")
- Services related to the eye or vision other than those related to eyeglasses and contact lenses described in this section (refer to the applicable heading in this "Benefits and Cost Sharing" section)

Vision Services exclusions

- Industrial frames
- Lenses and sunglasses without refractive value, except that this exclusion does not apply to any of the following:
 - ◆ a clear balance lens if only one eye needs correction
 - ◆ tinted lenses when Medically Necessary to treat macular degeneration or retinitis pigmentosa
- Replacement of lost, broken, or damaged lenses or frames
- Lens adornment, such as engraving, faceting, or jewelry
- Low-vision devices
- Non-prescription products, such as eyeglass holders, eyeglass cases, and repair kits

UNDERSTANDING YOUR BENEFITS

City of Mountain View

Mental Health (MH)

- 24 hour, toll-free access
- Pre-authorization required for all Mental Health outpatient sessions
- Available to you and your eligible dependents
- Outpatient Sessions
 - 1-5 sessions at \$0 copay
 - 6-20 sessions at \$25 copay
 - 21-30 sessions at \$40 copay
 - 31-50 sessions at \$50 copay

EAP Services

- 24 hour, toll-free access
- EAP services, which are for employees only, include Worklife and Organizational Services
- Legal Access (free 30-minute consultation)
- Worklife benefits – Child & Elder Care referrals and Organizational Services

Group Therapy

- \$20 copay per session
- Two group sessions equal one individual session

To access your Mental Health/Outpatient benefits,
Please call (800) 999-9585

UNITED of OMAHA LIFE INSURANCE COMPANY

GROUP SHORT-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE



City of Mountain View
GUG-AB1Q
Effective: August 1, 2008
All eligible employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	<p>If Your Total or Partial Disability is a result of an Injury, Your Elimination Period is 59 calendar days.</p> <p>If Your Total or Partial Disability is the result of a Sickness, Your Elimination Period is 59 calendar days.</p>
Weekly Benefit - Total Disability	<p>If You are Totally Disabled and are unable to generate Current Earnings greater than 20% of Your Weekly Earnings, the Weekly Benefit is the lesser of:</p> <ul style="list-style-type: none"> • 66 2/3% of Your Weekly Earnings, less Other Income Benefits; or • the maximum Weekly Benefit. The maximum Weekly Benefit is \$1,200, less any Other Income Benefits.
Weekly Benefit - Partial Disability	<p>If You are Partially Disabled and You are unable to generate Current Earnings that exceed 80% of Your Weekly Earnings, the Weekly Benefit will be the Weekly Benefit payable while Totally Disabled, unless the sum of:</p> <ul style="list-style-type: none"> • the Gross Weekly Benefit while You are Totally Disabled, plus • Other Income Benefits You receive or are eligible to receive, plus • Current Earnings You receive while You are Partially Disabled, exceeds 100% of Your Weekly Earnings. If this sum exceeds 100% of Your Weekly Earnings, the Weekly Benefit will be reduced by that excess amount.
Maximum Benefit Period	The maximum number of weeks that benefits are payable for a continuous period of Total or Partial Disability is 18 weeks.

EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	20 hours per week
Eligibility Waiting Period	None
Confinement Rule	<p>If an eligible Employee is confined due to an Injury or Sickness:</p> <ul style="list-style-type: none"> • in a Hospital as an inpatient; • in any institution or facility other than a Hospital; or • at home and under the supervision of a Physician; <p>insurance will begin on the day the Employee returns to Active Employment.</p> <p>If an eligible Employee is Actively Employed and is not:</p> <ul style="list-style-type: none"> • confined; and • available for work because of an Injury or Sickness; <p>insurance will begin on the day the Employee returns to Active Employment.</p>
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.
When Your Classification or the Amount of Insurance Changes	<p>Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day.</p> <p>If You are not Actively Working on the day of the change, the following conditions will apply:</p> <ul style="list-style-type: none"> • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. <p>In no event will any change take effect during a period of disability.</p>
When Your Insurance Ends	<p>Your insurance will end at midnight at the main office of the Policyholder on the earliest of:</p> <ul style="list-style-type: none"> • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. <p>You will no longer be eligible when the earliest of the following occurs:</p> <ul style="list-style-type: none"> • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.

DEFINITIONS

Definition of Disability	<p>Partial Disability and Partially Disabled means that because of Injury or Sickness You, while unable to perform all of the material duties of Your regular job on a full-time basis, are</p> <ul style="list-style-type: none"> • able to perform at least one of the material duties of Your Regular Job or another gainful job on a part-time or full-time basis; and • You are unable to generate Current Earnings which exceed 80% of Your Weekly Earnings due to that same Injury or Sickness. <p>NOTE: Regular Job, as used above, means the job that You are routinely performing for the Policyholder when Your disability begins. Material duties, as used above, means duties that are normally required for the performance of Your Regular Job, and cannot be reasonably omitted or modified. Partial Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p> <p>The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Partial Disability.</p> <p>Total Disability and Totally Disabled means that because of an Injury or Sickness:</p> <ul style="list-style-type: none"> • You are unable to perform all of the material duties of Your Regular Job on a full-time basis; and • You are unable to generate Current Earnings which exceed 20% of Your Weekly Earnings due to that same Injury or Sickness. <p>NOTE: Regular job, as used above, means the job that You are routinely performing for the Policyholder when Your disability begins. Material duties, as used above, means duties that are normally required for the performance of Your Regular Job, and cannot be reasonably omitted or modified. Total Disability is determined by Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p> <p>The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Total Disability.</p>
Definition of Weekly Earnings	<p>Weekly Earnings means Your average gross weekly income from the policyholder during the 12 months immediately prior to Your Total or Partial Disability or, if employed less than 12 months, Your average gross weekly income for the number of weeks worked.</p> <p>Weekly Earnings includes contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay or contributions to deferred compensation plans.</p>

FEATURES

Vocational Rehabilitation	<p>If You are disabled and are receiving disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.
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EXCLUSIONS	
General Exclusions	<p>We will not pay for any Total or Partial Disability:</p> <ul style="list-style-type: none"> • during which You are not under the Regular Care and attendance of a Physician providing appropriate treatment in accordance with the Injury or Sickness that caused the Total or Partial Disability; • which results from Your service in the Armed Forces, National Guard or Reserves of any state or country; • which results from an act of declared or undeclared war or armed aggression; • which results from Your participation in a riot or in the commission of a felony; or • which results, whether You are sane or insane, from: <ul style="list-style-type: none"> • an intentionally self-inflicted injury or sickness; or • attempted suicide; or • that is solely a result of a loss of a professional license, occupational license or certification; or • which results from an occupational Sickness or Injury, except for any Insured Person who cannot be covered by a worker's compensation law.

Publication Date: August 20, 2008

UNITED of OMAHA LIFE INSURANCE COMPANY

GROUP LONG-TERM DISABILITY INSURANCE

SUMMARY OF COVERAGE



Mutual of Omaha

City of Mountain View
GLTD-AB1Q
Effective: August 1, 2008
All eligible employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	<p>The Elimination Period is 180 calendar days.</p> <p>For accumulating days of Total or Partial Disability to satisfy the Elimination Period, the following will apply:</p> <ul style="list-style-type: none"> • a period of Total and/or Partial Disability will be treated as continuous during the Elimination Period unless You are determined to be neither Totally nor Partially Disabled for more than 60 accumulated days; and • days You are not Totally or Partially Disabled will not be used to satisfy the Elimination Period.
Monthly Benefit	<p>If You are Totally Disabled and earning less than 20% of Your Indexed Pre-Disability Earnings, the Monthly Benefit is the lesser of:</p> <ul style="list-style-type: none"> • 66 2/3% of Your Basic Monthly Earnings, less Other Income Benefits; or • the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$5,000, less any Other Income Benefits.

	<p>If You are:</p> <ul style="list-style-type: none">• Partially Disabled, and• Your Current Earnings are at least 20%, but less than 80% of Your Indexed Pre-Disability Earnings, <p>the Monthly Benefit will be figured as follows:</p> <ul style="list-style-type: none">• for a total of 12 months during the time You are Partially Disabled, the Monthly Benefit amount will be equal to the Monthly Benefit payable when You are Totally Disabled unless the sum of:<ul style="list-style-type: none">• the Gross Monthly Benefit while You are Totally Disabled, plus• Current Earnings You receive while You are Partially Disabled, exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.• After benefits have been paid for a total of 12 months, the following formula will be used to figure the Monthly Benefit: $(A \text{ divided by } B) \times C$<p>A = Your Indexed Pre-Disability Earnings less any Current Earnings You are receiving. B = Your Indexed Pre-Disability Earnings. C = Your Monthly Benefit amount payable if You were Totally Disabled rather than Partially Disabled.</p>																								
Minimum Monthly Benefit	Your Monthly Benefit will never be less than \$100 or 10% of the Gross Monthly Benefit, whichever is greater.																								
Maximum Benefit Period	<p>If You are Totally or Partially Disabled because of an Injury or Sickness, We will pay in accordance with the following. However, disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation shown in the Schedule.</p> <table><tr><th>Age at Disability</th><th>Maximum Benefit Period</th></tr><tr><td>59 or less</td><td>to age 65, but not less than 60 months</td></tr><tr><td>60</td><td>60 months</td></tr><tr><td>61</td><td>48 months</td></tr><tr><td>62</td><td>42 months</td></tr><tr><td>63</td><td>36 months</td></tr><tr><td>64</td><td>30 months</td></tr><tr><td>65</td><td>24 months</td></tr><tr><td>66</td><td>21 months</td></tr><tr><td>67</td><td>18 months</td></tr><tr><td>68</td><td>15 months</td></tr><tr><td>69 or older</td><td>12 months</td></tr></table>	Age at Disability	Maximum Benefit Period	59 or less	to age 65, but not less than 60 months	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 or older	12 months
Age at Disability	Maximum Benefit Period																								
59 or less	to age 65, but not less than 60 months																								
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65	24 months																								
66	21 months																								
67	18 months																								
68	15 months																								
69 or older	12 months																								
EMPLOYEE ELIGIBILITY																									
Minimum Work Hours Required	20 hours per week																								
Eligibility Waiting Period	None																								

Confinement Rule	<p>If an eligible Employee is confined due to an Injury or Sickness:</p> <ul style="list-style-type: none"> • in a Hospital as an inpatient; • in any institution or facility other than a Hospital; or • at home and under the supervision of a Physician; <p>insurance will begin on the day the Employee returns to Active Employment.</p> <p>If an eligible Employee is Actively Employed and is not:</p> <ul style="list-style-type: none"> • confined; and • available for work because of an Injury or Sickness; <p>insurance will begin on the day the Employee returns to Active Employment.</p>
When Insurance Begins	<p>An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.</p>
When Your Classification or the Amount of Insurance Changes	<p>Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day.</p> <p>If You are not Actively Working on the day of the change, the following conditions will apply:</p> <ul style="list-style-type: none"> • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. <p><u>In no event will any change take effect during a period of Disability.</u></p>
When Your Insurance Ends	<p>Your insurance will end at midnight at the main office of the Policyholder on the earliest of:</p> <ul style="list-style-type: none"> • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. <p>You will no longer be eligible when the earliest of the following occurs:</p> <ul style="list-style-type: none"> • You are not in an eligible classification described in the Schédule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.

DEFINITIONS

Definition of Disability	<p>Partial Disability and Partially Disabled means that because of Injury or Sickness You, while unable to perform all of the material duties of Your regular occupation on a full-time basis, are:</p> <ul style="list-style-type: none"> • able to perform at least one of the material duties of Your regular occupation or another gainful occupation on a part-time or full-time basis; and • You are unable to generate Current Earnings which exceed 80% of Your Basic Monthly Earnings due to that same Injury or Sickness. <p>NOTE: Regular occupation, as used above, means a collective description of individual jobs as defined by the United States Department of Labor. Such jobs are considered to belong to a given occupation due to similar occupation characteristics, requirements and qualifications. Material duties, as used above, means duties that are normally required for the performance of Your regular occupation, and cannot be reasonably omitted or modified. Partial Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p> <p>The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Partial Disability.</p> <p>Total Disability and Totally Disabled, for other than a pilot, means that because of an Injury or Sickness:</p> <ul style="list-style-type: none"> • You are unable to perform all of the material duties of Your regular occupation on a full-time basis; and • You are unable to generate Current Earnings which exceed 20% of Your Basic Monthly Earnings due to that same Injury or Sickness; and • after a Monthly Benefits has been paid for 2 years, You are unable to perform all of the material duties of any gainful occupation for which You are reasonably fitted by training, education or experience. <p>NOTE: Regular occupation, as used above, means a collective description of individual jobs as defined by the United States Department of Labor. Such jobs are considered to belong to a given occupation due to similar job characteristics, requirements and qualifications. Material duties, as used above, means duties that are normally required for the performance of Your regular occupation, and cannot be reasonably omitted or modified. Total Disability is determined by Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p> <p>The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Total Disability.</p> <p>Total Disability and Totally Disabled, for a pilot, means that because of an Injury or Sickness You are unable to perform all of the material duties of any gainful occupation for which You are reasonably fitted by training, education or experience.</p>
Definition of Monthly Earnings	<p>Basic Monthly Earnings means Your gross income from the Policyholder for the month immediately prior to Your Total or Partial Disability.</p> <p>Basic Monthly Earnings includes contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, or other extra compensation.</p>

FEATURES

Vocational Rehabilitation	<p>If You are disabled and are receiving disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.
Survivor Benefit	<p>We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:</p> <ul style="list-style-type: none"> • after being Totally Disabled and/or Partially Disabled; and • while receiving or eligible to receive a Monthly Benefit under the Policy. <p>The Survivor Benefit will be an amount equal to 3 times Your Monthly Benefit for the month prior to Your death.</p>

LIMITATIONS AND EXCLUSIONS

Mental Disorder Limitation	<p>If You are Totally or Partially Disabled because of a Mental Disorder, Your benefit will be limited to 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will be paid during such confinement.</p>
Alcohol and Drug Abuse and/or Substance Abuse Limitation	<p>If You are Totally or Partially Disabled because of Alcohol or Drug Abuse and/or Substance Abuse, Your benefit will be limited to 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will be paid during such confinement.</p>
General Exclusions	<p>We will not pay for any Total or Partial Disability:</p> <ul style="list-style-type: none"> • during which You are not under the regular care and attendance of a Physician providing appropriate treatment in accordance with the Injury or Sickness that caused the Total or Partial Disability; • which results from Your service in the Armed Forces, National Guard or Reserves of any state or country; • which results from an act of declared or undeclared war or armed aggression; • which results from Your participation in a riot or in the commission of a crime; • which results, whether You are sane or insane, from: <ul style="list-style-type: none"> • an intentionally self-inflicted Injury or Sickness; or • attempted suicide; or • that is solely a result of a loss of a professional license, occupational license or certification; • which results from Alcohol and Drug Abuse, except as specifically provided; or • which results from Mental Disorders, except as specifically provided.

Pre-Existing Conditions	<p>We will not cover any Total or Partial Disability:</p> <ul style="list-style-type: none">• caused by, contributed to by, or resulting from a Pre-existing Condition; and• which begins in the first 12 months after You become insured under the Policy. <p>A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the three months prior to the day You become insured under the Policy.</p>
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Publication Date: August 20, 2008

**CITY OF MOUNTAIN VIEW
MEMORANDUM**

DATE: September 3, 2009

TO: City Council
Kevin C. Duggan, City Manager

FROM: Patty J. Kong, Finance and Administrative Services Director

SUBJECT: RETIREES' HEALTH VALUATION AS OF JANUARY 1, 2009

Attached please find the updated actuarial report on the Retirees' Health benefit as of January 1, 2009. This memo transmits the results of the actuarial calculations and other relevant information.

Introduction and Background

The Governmental Accounting Standards Board (GASB) Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions* (Statement No. 45) became effective for the City with the fiscal year ending June 30, 2008. This statement requires the City to update its Retirees' Health valuation every two years. The last valuation was as of January 1, 2007.

The updated report was prepared by Nicolay Consulting and is calculated using City-provided data (employee profiles, insurance rates, plan choices, number and age of retirees, etc.) as of January 1, 2009. The actuarial calculations are based on the assumptions as required to be a member of the California Employer's Retirement Benefit Trust (CERBT) managed by CalPERS.

Trust

In February 2008, Council approved to deposit funds into the CERBT. At the time it was also approved to delay placing funds with the trust until such time as was deemed prudent by staff. CERBT has the same investment policy as the CalPERS pension portfolio and typically holds 60 percent to 70 percent of investments in equities. As the PERS portfolio lost 5.1 percent for the year ending June 30, 2008, staff believed it prudent to delay placing funds with the CERBT. The PERS portfolio has continued reporting losses and as of June 30, 2009 reported 23.4 percent losses to the portfolio for the fiscal year. The majority of this loss occurred in the first half of the fiscal year. Staff's strategy was to begin depositing funds in the trust once the market appeared to stabilize and to dollar cost average or to invest approximately equal amounts over a

12-month to 18-month period of time. In order for the actuary to continue to assume the PERS portfolio investment return of 7.75 percent, the City was required to begin placing funds into the trust and made its first deposit in February 2009.

Results of 2009 Valuation

The City has been calculating its Retirees' Health obligation since the early 1990s and has gradually set assets aside toward this liability. The results of the more recent valuations and of the updated actuarial calculations are shown in the table below as well as the effect of the PERS higher discount rate.

**CITY OF MOUNTAIN VIEW
RETIREES' HEALTH LIABILITY**

<u>Year</u>	<u>Discount Rate</u>	<u>Actuarial Liability</u>	<u>\$ Funded</u>
1997	7.5%	\$13.0 Million	\$ 4.1 Million
2001	7.5%	\$21.0 Million	\$10.6 Million
2004	5.5%	\$43.8 Million	\$13.1 Million
2007*	7.75%	\$44.3 Million	\$24.6 Million
2009*	7.75%	\$66.6 Million	\$37.2 Million

*Based on PERS Assumptions and Methods

The other important actuarial measure is the Annual Required Contribution (ARC). The ARC is composed of an annual payment to reduce the remaining balance of the unfunded actuarial accrued liability (UAAL) attributable to current retirees and the past service of current employees and the normal cost which is an amount needed annually to accrue a sufficient balance to pay the costs of current employees' benefits in retirement. Based on the funds estimated to be deposited in the Trust by June 30, 2009 of \$15.0 million, the actuary calculated the updated ARC as \$5.7 million. However, the City has an additional \$22.2 million set aside in the Retirees' Health Reserve. Therefore, staff requested the actuary to calculate the ARC assuming the estimated \$37.2 million

set aside toward this liability as of June 30, 2009—see Exhibit 1. The ARC has been calculated as follows:

<u>Year</u>	<u>Actuarial Liability</u>	<u>Amount Funded</u>	<u>ARC</u>
2007	\$44.3 Million	\$24.6 Million	\$2.5 Million
2009	\$66.6 Million	\$37.2 Million	\$4.3 Million

The breakout of the ARC (the 2007 value updated for Fiscal Year 2008-09) between normal cost and amortization of UAAL is as follows (amounts in thousands):

	<u>Normal Cost</u>			<u>Amortization of UAAL</u>		
	<u>GF</u>	<u>Other</u>	<u>Total</u>	<u>GF</u>	<u>Other</u>	<u>Total</u>
2007*	\$1,012	\$361	\$1,373	\$706	\$247	\$953
2009	\$1,761	\$618	\$2,379	\$1,636	\$262	\$1,898

*For the 2008-09 Adopted Budget

The General Operating Fund represents 74.0 percent of the liability, but due to most other funds having funded their UAAL, it represents 79.4 percent of the ARC. The normal cost for the General Operating Fund is increasing from \$1.0 million to \$1.8 million or \$749,000. This increase in the normal cost has been included in the Adopted Budget for Fiscal Year 2009-10.

Compared to the last actuarial update of the retirees' benefit in 2007, the actuarial liability has increased approximately \$22.3 million. The reasons for the increase in the actuarial accrued liability (AAL) is as follows:

1. Roll Forward to January 1, 2009.

This adjustment is what would be expected to occur due to the passage of time as a result of increasing the 2007 valuation results by two years.

2. Costs Higher than Anticipated.

In each valuation performed, assumptions regarding future health premium rates are made. If the actual rates are higher than the previous assumptions, this results in a higher liability when the valuation is updated. The assumed rate for the two years from 2007 and 2009 were assumed to be 17.7 percent compounded, whereas the weighted average actual increases were 26.7 percent and 18.7 percent for the participants under age 65 and those over 65, respectively.

3. Higher Trend Rate.

The trend rate for the 2009 valuation is higher than that used for the 2007 valuation. The 2007 valuation assumed an ultimate health-care cost trend rate of 5.0 percent per year in Year 8, whereas the 2009 valuation assumes a higher ultimate trend rate of 5.5 percent.

Each of these components represents about one-third of the increase to the valuation from 2007 to 2009.

Subsidy of Retirees' Premiums

The premium rate charged by the health-care providers (Health Net and Kaiser) is the same rate for active employees and retirees below age 65 (early retirees) or a "blended rate." Statement No. 45 prescribes how governmental entities shall report and calculate the AAL for Retirees' Health benefits and requires the cost of retirees' benefits be based on age-adjusted premiums approximating claims costs for retirees or the "true cost." The City is currently subsidizing the early retiree premium rates and the spousal coverage of early retirees. The premium rates were obtained from the City's health providers for early retirees and approximately 22.0 percent of the AAL is attributable to the City's implicit subsidy of early retiree premium rates. A comparison of monthly rates for the blended rate to the true rate for early retirees as of January 1, 2009 follows:

	<u>Blended Rate</u>	<u>True Rate</u>	<u>Difference</u>
Kaiser	\$527.90	\$736.71	\$208.81
Health Net HMO	\$562.93	\$947.12	\$384.19
Health Net PPO	\$754.41	\$1,121.75	\$367.34
Health Net POS	\$927.90	\$1,234.45	\$306.55

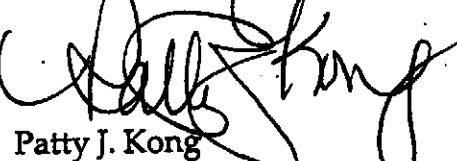
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The City may want to consider whether it wishes to continue to subsidize the rates of early retirees.

Summary

The updated Retirees' Health valuation as of January 1, 2009 is \$66.6 million compared to the last update performed two years ago of \$44.3 million. This increase in the AAL is based on the increase due to inflation of costs for the passage of time, actual increases in premium rates higher than the assumptions used in the past valuation and the raising of the health-care cost trend rate in this valuation compared to the prior valuation for future costs. The increase to the General Operating Fund's share is \$749,000 for the normal cost and \$930,000 for the UAAL for a total ARC increase of \$1.7 million from Fiscal Year 2008-09.

Please feel free to contact me if you have any questions.



Patty J. Kong
Finance and Administrative
Services Director

PJK/9/FIN
546-09-04-09M^

Attachment

cc: Employee Group Representatives

Table 2-4a presents a five-year projection assuming that the City's CERBT asset will equal \$37,246,000 June 30, 2009, the City will contribute the Annual OPEB Cost each of the next five years and the City will annually withdraw amounts equal to the retiree premium cost. We assumed the Trust will earn 7.75% per year, the discount rate remains 7.75% and the Normal Cost component of the ARC increases by 6.0% each year. We assumed contributions to and withdrawals from Trust will occur at mid-year. We also assumed that the City's retiree premium cost during the 2008/09 fiscal year will be \$1,650,000 and that the City's Net OPEB Obligation at June 30, 2009 will be (\$30,228,161) (i.e., an asset).

Table 2-4		City of Mountain View				
Five-year Projection of Annual OPEB Cost and Net OPEB Obligation		Based on a 7.75% discount rate and assuming funding equal to the Annual OPEB Cost				
		2009/10	2010/11	2011/12	2012/13	2013/14
Actuarial Accrued Liability (AAL)		\$66,642,467	\$72,301,533	\$78,344,495	\$84,798,216	\$91,679,133
Actuarial Value of Assets at beginning of year		\$37,246,000	\$42,282,111	\$47,778,963	\$53,772,695	\$60,289,760
Unfunded Actuarial Accrued Liability (UAAL)		\$29,396,467	\$30,019,422	\$30,565,531	\$31,025,521	\$31,389,373
Remaining Amortization Period	28		27	26	25	24
Normal Cost		\$2,378,983	\$2,521,722	\$2,673,025	\$2,833,407	\$3,003,411
Amortization of UAAL		\$1,897,518	\$1,975,126	\$2,052,393	\$2,128,946	\$2,204,340
Annual Required Contribution (ARC)		\$4,276,501	\$4,496,848	\$4,725,419	\$4,962,353	\$5,207,751
Annual Required Contribution (ARC)		\$4,276,501	\$4,496,848	\$4,725,419	\$4,962,353	\$5,207,751
Interest on net OPEB Obligation		(\$2,342,682)	(\$2,342,682)	(\$2,342,682)	(\$2,342,682)	(\$2,342,682)
Adjustment to ARC		\$1,951,203	\$1,988,860	\$2,028,740	\$2,074,232	\$2,122,793
Annual OPEB Cost		\$3,885,022	\$4,143,026	\$4,412,477	\$4,693,903	\$4,987,862
Trust Contributions		(\$3,885,022)	(\$4,143,026)	(\$4,412,477)	(\$4,693,903)	(\$4,987,862)
Increase in net OPEB Obligation		\$0	\$0	\$0	\$0	\$0
Net OPEB Obligation - Beginning of Year		(\$30,228,161)	(\$30,228,161)	(\$30,228,161)	(\$30,228,161)	(\$30,228,161)
Net OPEB Obligation - End of Year		(\$30,228,161)	(\$30,228,161)	(\$30,228,161)	(\$30,228,161)	(\$30,228,161)
Projected retiree premium costs (net of the subsidy)		\$1,815,664	\$2,005,853	\$2,207,074	\$2,431,875	\$2,682,393

EXHIBIT L

CITY OF MOUNTAIN VIEW SAMPLE CONTRACT

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND ____1____ FOR ____2____ SERVICES

This contract is dated for identification this ____3____ day of ____4____, ____5____, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and ____6ALLCAPS____, whose address is ____7____ (hereinafter "*NAME*").

RECITALS

A. CITY desires to retain the services of *NAME* to provide ____8____, [OPTIONAL VARIABLE TO ADD CIP PROJECT NUMBER] Project ____9____.

B. *NAME* is a qualified professional capable of providing the certain professional services which CITY seeks.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage *NAME*, and *NAME* agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. Description of Services.* *NAME* shall provide the following services:
____10____.

* ==FOOTNOTE TO REMIND DICTATOR==BOTH ASTERISKS AND FOOTNOTE TO BE DELETED IN ACTUAL DOCUMENT==If *NAME* has submitted a proposal and/or scope of work with cost schedule and rates, it can be referenced here as follows. "*NAME*'s proposal, dated _____, is attached hereto and incorporated herein as Exhibit "A."

2. **Schedule and Term.** The schedule for performing said services is as follows:

NAME shall commence work under this contract on ___11___ and shall complete all work under this contract no later than ___12___.

*****OPTION: AUTHOR MAY INCLUDE STATEMENT REGARDING SPECIFIC METHOD OF PAYMENT SUCH AS AN HOURLY RATE, DAILY, ETC.*****

3. **Compensation.*** The ___13___ hourly or ___14___ daily rate for services under this Contract shall be ___15___ rate___ Dollars (\$___16___), and total compensation to *NAME* for providing the services set forth herein shall not exceed (including reimbursed expenses) ___17___ Dollars (\$___18___).

4. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of *NAME*'s services.

5. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that CITY is relying upon the professional skill of *NAME*, and *NAME* represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of *NAME*'s work by CITY does not operate as a release of *NAME*'s said representation.

6. **Independent Contractor.** It is agreed that *NAME* is an independent contractor, and all persons working for or under the direction of *NAME* are *NAME*'s agents, servants and employees, and said persons shall not be deemed agents, servants or employees of CITY.

(OPTIONAL PARAGRAPH)

******THE FOLLOWING PARAGRAPH, "OWNERSHIP OF DATA AND DOCUMENTS" SHOULD BE INSERTED IN ANY PROFESSIONAL SERVICES AGREEMENT WHERE THE CONSULTANT IS ASKED TO PREPARE DOCUMENTS AS A PART OF THE SERVICES RENDERED. EXAMPLES INCLUDE ACCOUNTING PROFESSIONALS AND ARCHITECTS OR OTHER CONSULTANTS WHO PROVIDE DESIGN DOCUMENTS, DRAWINGS AND/OR SPECIFICATIONS. THIS PROVISION IS NOT APPLICABLE TO CONSULTANTS/VENDORS WHO TEACH RECREATIONAL CLASSES OR MEDICAL-CARE PROVIDERS. PLEASE CONTACT THE CITY ATTORNEY'S OFFICE IF YOU HAVE ANY QUESTIONS.******

7. **Ownership of Data and Documents.** *NAME* agrees that all records, specifications, data, maps, designs, graphics, writings, recordings and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced and/or generated in the performance of this Agreement shall be the property of CITY. *NAME* shall regularly provide such

documents to CITY upon CITY's request. In the event that this Agreement is terminated prior to completion of the scope of work, *NAME* shall provide all such data and documents to CITY forthwith.

(END OF OPTIONAL PARAGRAPH)

8. **Insurance.**

a. **Commercial General Liability/ Automobile Liability Insurance:**

NAME shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. *NAME*'s insurance coverage shall be written on an occurrence basis.

b. **Workers' Compensation Insurance:**

****WORKERS' COMPENSATION INSURANCE: IF THE CONTRACTING PARTY IS A COMPANY WITH EMPLOYEES, USE OPTION NO. 1 FOR WORKERS' COMPENSATION LANGUAGE. IF THE CONTRACTING PARTY IS AN INDIVIDUAL OR INDIVIDUALS WITH NO EMPLOYEES, USE OPTION NO. 2 FOR WORKERS' COMPENSATION LANGUAGE.****

(OPTION NO. 1)

NAME shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

(OPTION NO. 2)

NAME is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

NAME is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and *NAME* maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said agreement: (1) *NAME* will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California, or (2) should *NAME* become

subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, *NAME* shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

(END OF OPTION NO. 2)

c. Professional Liability Insurance:

****OPTIONAL PARAGRAPH – AUTHOR WILL INSTRUCT DOCUMENT PROCESSING WHETHER TO INCLUDE. PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR ALL ARCHITECTS, ENGINEER, EXPERTS AND CONSULTANTS. IF YOU FEEL THIS INSURANCE MAY NOT APPLY TO YOUR CONTRACT, PLEASE CONTACT EITHER RISK MANAGEMENT OR THE CITY ATTORNEY'S OFFICE FOR WAIVER OF THIS REQUIREMENT.****

NAME shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim. Professional liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least three (3) years after completion of the contract of work.

=====END OF OPTIONAL PARAGRAPH=====

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, *NAME*'s insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event *NAME* employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of *NAME* to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which *NAME* may be held responsible for payment of damages resulting from *NAME*'s services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(6) If, for any reason, *NAME* fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from *NAME* resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to *NAME*, CITY may deduct from sums due to *NAME* any premium costs advanced by CITY for such insurance.

*****HOLD HARMLESS: IF OPTIONAL PARAGRAPH (c), PROFESSIONAL LIABILITY INSURANCE, HAS BEEN REQUIRED IN THE PRECEDING INSURANCE SECTION, USE OPTION NO. 2 FOR THE HOLD HARMLESS LANGUAGE. IF NOT REQUIRED, USE OPTION NO. 1.*****

(OPTION NO. 1)

9. **Hold Harmless.** *NAME* shall defend, indemnify and hold CITY, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from *NAME* or *NAME*'s contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and *NAME* shall employ competent counsel, reasonably acceptable to the City Attorney.

(OPTION NO. 2)

9. **Hold Harmless.** *NAME* hereby agrees to and shall indemnify, defend and hold CITY, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by *NAME* or *NAME*'s contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and *NAME* shall employ competent counsel, reasonably acceptable to the City Attorney.

10. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

19 IF AGREEMENT EQUALS OR EXCEEDS \$10,000, LEAVE IN THE FOLLOWING EQUAL EMPLOYMENT OPPORTUNITY PARAGRAPH.

11. **Nondiscrimination.** *NAME* shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.

****END OF VARIABLE 19****

12. **Amendment.** This Agreement may be amended in writing and signed by both parties.

13. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days advance written notice to *NAME*. Should CITY terminate pursuant to said notice, CITY shall pay *NAME* for *NAME*'s services rendered to the date of cancellation based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

14. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

16. **Public Records.** The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

17. **Notices.** Any notice required to be given to *NAME* shall be deemed to be duly and properly given if mailed to *NAME*, postage prepaid, addressed to:

__20__

or personally delivered to *NAME* at such address or at such other addresses as *NAME* may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

__21__ Director
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to *NAME*.

IN WITNESS WHEREOF, this Agreement is executed by CITY and by *NAME*.

APPROVED AS TO CONTENT:

22

"CITY":
CITY OF MOUNTAIN VIEW,
a California Charter City and municipal
corporation

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

By: _____
23 Department Head/
City Manager

APPROVED AS TO FORM:

City Attorney

By: _____
24 City Clerk

*****NOTE TO DICTATOR: CITY CLERK
SIGNATURE REQUIRED IF APPROVED
BY CITY COUNCIL – ADVISE WHETHER
TO LEAVE IN OR DELETE*****

"*NAME*":

25

By: _____

Taxpayer I.D. Number

MVF 00-03 (Rev. 12/11/09)